

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA

CASE NO. 3:08 CR 0010

v.

PHILIP ROTH

PLEA AGREEMENT

Defendant.

PHILIP ROTH, individually and through his attorney, Isabel Suarez, Esquire, and the United States Attorney's Office for the Southern District of Ohio ("USAO"), by counsel, agree as follows:

1. **PHILIP ROTH** will enter a plea of guilty to Count 2 of a two count Indictment filed herein on January 22, 2008 charging him with Conspiracy to Launder Money in violation of 18 U.S.C. §§1956 (a)(1)(A)(i), (B)(i), and (h). Once said guilty plea is entered, accepted and not withdrawn, the USAO agrees to dismiss Count 1 of the Indictment against the defendant. Furthermore, once the guilty plea is entered, accepted and not withdrawn, the Greene County Prosecutor agrees not to pursue any state charges relating in any way to the conduct charged in the Indictment.

2. The maximum penalty that the defendant **PHILIP ROTH** is subject to for the violation in Count 2 of the aforementioned Indictment is up to twenty years in prison, a \$500,000 fine, or twice the value of the property involved in the transaction, up to a three year term of supervised release, and a \$100.00 payment to the Clerk of Courts as required by 18 U.S.C. § 3013.

3. The defendant, **PHILIP ROTH**, agrees to pay the \$100 mandatory special assessment to the United States District Court on or before the day of sentencing. The payment shall be made to the office of the Clerk of Courts located in the Federal Building at 200 West Second Street, Dayton, Ohio.

PHILIP ROTH
ISABEL SUAREZ

4. The defendant is aware that the United States Sentencing Guidelines are advisory and not mandatory, although the Court is required to consider the Sentencing Guidelines and their application to this case in imposing sentence. The parties hereby state that pursuant to United States Sentencing Guidelines § 6B1.2(a), that the charges to which the defendant, **PHILIP ROTH**, is pleading guilty adequately reflects the seriousness of the readily provable actual offense behavior as outlined in the Statement of Facts, and the acceptance of the Agreement by the Court will not undermine the statutory purpose of sentencing.

5. The defendant, **PHILIP ROTH**, is aware that the Court has jurisdiction and authority to impose any sentence within the statutory maximum and may make an upward departure outside of the range established by the applicable sections of the United States Sentencing Guidelines which the Court will consider among other factors in formulating a sentence. The defendant, **PHILIP ROTH**, is aware that the Court has not yet determined a sentence. The defendant is also aware that any estimate of a sentence that he may have received from any source including, but not limited to, his own counsel, the United States, and/or the Probation Department, is not a promise and is not binding on the United States, the Probation Department, or the Court. The United States makes no promise concerning what sentence the defendant, **PHILIP ROTH**, will receive, and the defendant understands that the guilty plea cannot be withdrawn based upon the actual sentence he receives.

6. The United States Attorney for the Southern District of Ohio recommends that as of the time of the execution of this Plea Agreement the defendant has accepted responsibility for the offense to which he has agreed to plead guilty.

7. The defendant, **PHILIP ROTH**, understands that the Court, with the assistance of the Probation Department, will independently determine the sentence in this case, including whether he

has accepted responsibility. The defendant understands that the Probation Department will conduct a pre-sentence investigation and will recommend to the Court a sentencing guideline range which the Court will consider in fashioning a sentence. The defendant, **PHILIP ROTH**, understands that the terms of this Agreement are not binding on the Probation Department in formulating its recommendation. The defendant also understands that neither the terms of this Agreement nor the recommendation of the Probation Department are binding on the Court. The defendant, **PHILIP ROTH**, understands that he does not have the right to withdraw his plea of guilty if the Court does not follow the recommendations of this Agreement and/or those of the Probation Department.

8. The defendant understands that there is no agreement concerning his ultimate sentence. The defendant could receive the maximum penalty provided by law.

9. By virtue of the defendant pleading guilty to Count 2 of the Indictment in exchange for the agreement of the United States and Greene County, Ohio, to dismiss Count 1 and not to charge **PHILIP ROTH** with any other offenses relating to the conduct charged in the Indictment, the defendant understands that he is not a prevailing party as defined by 18 U.S.C. § 3006A (statutory note) and hereby expressly waives any right he might have to sue the United States, Greene County, Ohio, and all participating agencies of the Greene County ACE Task Force, and the employees of the United States, Greene County, and the Greene County ACE Task Force.

10. The defendant, **PHILLIP ROTH** hereby agrees to the forfeiture pursuant to 18 U.S.C. § 982(a)(1) of any and all property, real or personal involved in or traceable to his violation in Count Two, 18 U.S.C. § 1956, (Conspiracy to Commit Money Laundering), including but not limited to:

1. 3953 Dayton-Xenia Road, Beavercreek, Ohio 45432 and being more fully described

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct marks: one that looks like 'JFR', another that is a cursive signature, and a third set of initials 'mg'.

as follows: Situated in the City of Beavercreek, Greene County, Ohio, and being all of Lot Two Hundred Thirteen (213) of Knollwood Estates, as the same is numbered, designated and known on the recorded plat of said Estates in Plat Book 2, Page 182, Plat Records of Greene County aka PC31 Slide 307A-307B.

11. The Defendant waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant understands that forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the court to advise him of this, pursuant to Rule 11 (b)(1)(J), at the time his guilty plea is accepted. The Defendant further waives all constitutional and statutory challenges (including direct appeal, habeas corpus, or any other means) to the forfeiture of the above asset.

12. The Defendant acknowledges that he received actual notice of the civil forfeiture actions, which included but were not limited to the above asset, in USA v. Roth Claimants, et al Case No. 3:03CV00064, USA v. 50 Gambling Devices, et al. Case No. :3:03CV00264 and United States of America v. 2002 Chevrolet Corvette, et al. Case No.: 3:03CV00388. The Defendant hereby waives any claim he may have to the assets named as Defendants in the above civil actions. The Defendant agrees that the United States may, in its sole discretion, effect the forfeiture of the above listed asset(s), either through a civil forfeiture action or through this criminal case. The Defendant agrees to bear any and all attorney fees and costs incurred in connection with any and all forfeiture proceedings whether civil, criminal, or administrative. The Defendant, hereby releases any and all claims which he may have against the United States, its agencies, and their employees, arising out of the facts giving rise to this forfeiture action.

13. The Defendant agrees to take all steps requested by the United States to pass clear title to the asset(s) listed above, including testifying truthfully in any proceeding concerning ownership of an asset. These steps include, but are not limited to, surrendering the property, signing title, signing other documents to effectuate the transfer of title to the United States, and assisting in determining the rightful owner of property in the event any third party claims an interest in the property.

14. The Defendant acknowledges that he is not entitled to use forfeited assets to satisfy any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the Defendant in addition to forfeiture.

15. The Defendant agrees that in accordance with 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b), he shall forfeit substitute property, up to the value of the properties listed above, if United States determines that any portion of that directly forfeitable property:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with a third party;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be divided without difficulty.

16. The Defendant agrees that this Court shall retain jurisdiction over the forfeiture, after sentencing and the entry of the Final Order of Forfeiture.

17. Defendant acknowledges having been advised by counsel of defendant's rights, in limited circumstances, to appeal the conviction or sentence in this case, including the appeal right conferred by 18 U.S.C. § 3742, and to challenge the conviction or sentence collaterally through a

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J. A. [signature]
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post-conviction proceeding, including a proceeding under 28 U.S.C. § 2255. Defendant expressly and voluntarily waives those rights except that nothing in this paragraph shall act as a bar to the defendant perfecting any legal remedies he may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel. Defendant further reserves the right to appeal: (a) any punishment in excess of the statutory maximum; or (b) any punishment to the extent it constitutes an upward departure from the advisory Sentencing Guidelines. The defendant understands that by virtue of this Agreement, the defendant is waiving and giving up any right he may otherwise have to appeal a failure or refusal on the part of the sentencing Court to downward depart.

18. By signing this agreement, **PHILIP ROTH** acknowledges that he has discussed its terms with his attorney and understands and accepts those terms. Further, defendant acknowledges that this document contains the entire plea agreement between defendant, **PHILIP ROTH**, and the United States and the Greene County Prosecutor through its undersigned attorneys. No other agreements, promises, deals, bargains or understandings exist which modify or alter these terms. This agreement

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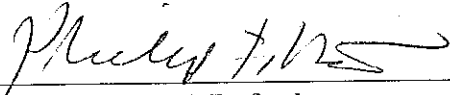
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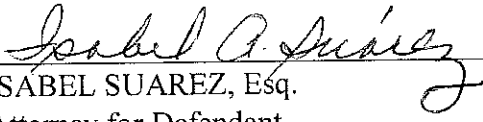
A handwritten signature in black ink, appearing to read "Philip Roth", with a stylized flourish at the end.

binds only the United States Attorney's Office of the Southern District of Ohio and the Greene County
Prosecutor and does not bind any other federal, state or local prosecuting authority.

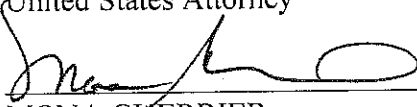
JUNE 18, 2008
Date


PHILIP ROTH, Defendant

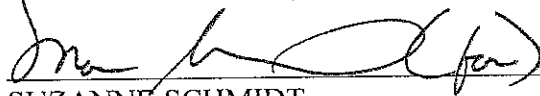
June 18, 2008
Date


ISABEL SUAREZ, Esq.
Attorney for Defendant

6/18/08
Date

GREGORY G. LOCKHART
United States Attorney

MONA GUERRIER,
Assistant U.S. Attorney

6/18/08
Date


SUZANNE SCHMIDT,
First Assistant Greene County Prosecutor
Special Assistant U.S. Attorney

STATEMENT OF FACTS

US v. PHILIP ROTH

Beginning in or about 1975 and continuing until approximately January, 2003, Robert Roth, together with numerous individuals, operated an illegal gambling business in various counties throughout the Southern District of Ohio and elsewhere. There were two components of Robert Roth's illegal gambling enterprise. One was comprised of the placement and operation of gambling machines in private social clubs, businesses, and establishments (hereinafter referred to as social clubs) throughout Dayton, Ohio and surrounding areas. These machines remained in continuous operation throughout the conspiracy. The second component was an illegal gambling casino which Robert Roth operated at a private residence located at 3973 Rockfield Drive, Beavercreek, Ohio from approximately December 1994 to approximately January 2003.

During the conspiracy, Roth enlisted several individuals to assist him with his illegal gambling business including his son, **PHILIP ROTH**, and former wife, Beverly Roth. They performed a variety of tasks to assist Robert Roth with his illegal business. **PHILIP ROTH's** primary role was to acquire and maintain the gambling machines that Roth operated at the social clubs and the Rockfield Drive casino. **PHILIP ROTH** responded to service and repair calls for the gambling machines and as needed purchased and stored gambling machines and parts. Additionally, **PHILIP ROTH** was also responsible for collecting illegal gambling proceeds generated from the machines and depositing them into the bank accounts of several businesses established by Robert Roth to support the operation and expansion of his illegal gambling enterprise. All operating and expansion expenses for the illegal gambling business were derived from and paid for using the gambling proceeds that were deposited into the accounts.

Robert Roth's illegal gambling enterprise was a lucrative, cash-generating business. In order to expand his business while at the same time, avoid detection by law enforcement, Robert Roth conducted, and directed **PHILIP ROTH** and others to conduct financial transactions designed to conceal and disguise the true nature, location, ownership, and source of the proceeds. For example, under the direction of Robert Roth, **PHILIP ROTH** purchased the 3973 Rockfield Drive property using gambling proceeds. Even though Robert Roth was the true owner, **PHILIP ROTH** titled the property in his own name and in the mortgage documents listed one of Robert Roth's businesses, as the primary tenant of the property. The mortgage documents further indicated that **PHILIP ROTH** would be operating a boutique at the Rockfield Drive property. The property, however, was never used for the operation of a boutique or any other legitimate business. Rather, the sole business ever maintained at 3973 Rockfield Drive was the illegal casino. Proceeds from the Rockfield Drive casino were deposited by **PHILIP ROTH**, and others, into one of Robert Roth's business bank accounts and later transferred to and between the various other bank accounts owned and controlled by Robert Roth and ultimately used to further the gambling business. At all times that **PHILIP ROTH** conducted the financial transactions on behalf of Robert Roth, he knew full-well that the funds involved in the transactions were illegal gambling proceeds and would be used to maintain and

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expand Robert Roth's illegal gambling business.

In exchange for his assistance and services, **PHILIP ROTH** received cash and other monetary benefits from Robert Roth.

JUNE 18, 2008
Date

Philip Roth
PHILIP ROTH, Defendant

June 18, 2008
Date

Isabel A. Suarez
ISABEL SUAREZ, Esq.
Attorney for Defendant

6/18/08
Date

GREGORY G. LOCKHART
United States Attorney
Mona Guerrier
MONA GUERRIER,
Assistant U.S. Attorney

6/18/08
Date

Suzanne Schmidt
SUZANNE SCHMIDT,
First Assistant Greene County Prosecutor
Special Assistant U.S. Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA

v.

BEVERLY ROTH

Defendant.

CASE NO. 3:08 CR 0010

PLEA AGREEMENT

BEVERLY ROTH, individually and through her attorney, George Katchmer, Esquire, and the United States Attorney's Office for the Southern District of Ohio ("USAO"), by counsel, agree as follows:

1. **BEVERLY ROTH** will enter a plea of guilty to Count 2 of a two count Indictment filed herein on January 22, 2008 charging her with Conspiracy to Launder Money in violation of 18 U.S.C. §§1956 (a)(1)(A)(i), (B)(i), and (h). Once said guilty plea is entered, accepted and not withdrawn, the USAO agrees to dismiss Count 1 of the Indictment against the defendant. Furthermore, once the guilty plea is entered, accepted and not withdrawn, the Greene County Prosecutor agrees not to pursue any state charges relating in any way to the conduct charged in the Indictment.

2. The maximum penalty that the defendant **BEVERLY ROTH** is subject to for the violation in Count 2 of the aforementioned Indictment is up to twenty years in prison, a \$500,000 fine, or twice the value of the property involved in the transaction, up to a three year term of supervised release, and a \$100.00 payment to the Clerk of Courts as required by 18 U.S.C. § 3013.

3. The defendant, **BEVERLY ROTH**, agrees to pay the \$100 mandatory special assessment to the United States District Court on or before the day of sentencing. The payment shall be made to

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the office of the Clerk of Courts located in the Federal Building at 200 West Second Street, Dayton, Ohio.

4. The defendant is aware that the United States Sentencing Guidelines are advisory and not mandatory, although the Court is required to consider the Sentencing Guidelines and their application to this case in imposing sentence. The parties hereby state that pursuant to United States Sentencing Guidelines § 6B1.2(a), that the charges to which the defendant, **BEVERLY ROTH**, is pleading guilty adequately reflects the seriousness of the readily provable actual offense behavior as outlined in the Statement of Facts, and the acceptance of the Agreement by the Court will not undermine the statutory purpose of sentencing.

5. The defendant, **BEVERLY ROTH**, is aware that the Court has jurisdiction and authority to impose any sentence within the statutory maximum and may make an upward departure outside of the range established by the applicable sections of the United States Sentencing Guidelines which the Court will consider among other factors in formulating a sentence. The defendant, **BEVERLY ROTH**, is aware that the Court has not yet determined a sentence. The defendant is also aware that any estimate of a sentence that she may have received from any source including, but not limited to, her own counsel, the United States, and/or the Probation Department, is not a promise and is not binding on the United States, the Probation Department, or the Court. The United States makes no promise concerning what sentence the defendant, **BEVERLY ROTH**, will receive, and the defendant understands that the guilty plea cannot be withdrawn based upon the actual sentence she receives.

6. The United States Attorney for the Southern District of Ohio recommends that as of the time of the execution of this Plea Agreement the defendant has accepted responsibility for the offense to which she has agreed to plead guilty.

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7. The defendant, **BEVERLY ROTH**, understands that the Court, with the assistance of the Probation Department, will independently determine the sentence in this case, including whether she has accepted responsibility. The defendant understands that the Probation Department will conduct a pre-sentence investigation and will recommend to the Court a sentencing guideline range which the Court will consider in fashioning a sentence. The defendant, **BEVERLY ROTH**, understands that the terms of this Agreement are not binding on the Probation Department in formulating its recommendation. The defendant also understands that neither the terms of this Agreement nor the recommendation of the Probation Department are binding on the Court. The defendant, **BEVERLY ROTH**, understands that she does not have the right to withdraw her plea of guilty if the Court does not follow the recommendations of this Agreement and/or those of the Probation Department.

8. The defendant understands that there is no agreement concerning her ultimate sentence. The defendant could receive the maximum penalty provided by law.

9. By virtue of the defendant pleading guilty to Count 2 of the Indictment in exchange for the agreement of the United States and Greene County, Ohio, to dismiss Count 1 and not to charge **BEVERLY ROTH** with any other offenses relating to the conduct charged in the Indictment, the defendant understands that she is not a prevailing party as defined by 18 U.S.C. § 3006A (statutory note) and hereby expressly waives any right she might have to sue the United States, Greene County, Ohio, and all participating agencies of the Greene County ACE Task Force, and the employees of the United States, Greene County, and the Greene County ACE Task Force.

10. The defendant, **BEVERLY ROTH** hereby agrees to the forfeiture pursuant to 18 U.S.C. § 982(a)(1) of any and all property, real or personal involved in or traceable to her violation in County Two, 18 U.S.C. § 1956, (Conspiracy to Commit Money Laundering), including

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but not limited to:

1. 3904 Summit Ridge Drive, Beavercreek, Ohio and being more fully described as follows: Situate in the City of Beavercreek, County of Greene, State of Ohio and Being Unit Three (3), Building #14 Summit Ridge Condominium Phase Eleven as Recorded in Plat Book 2, Pages 116 through 122 of the Condominium Book Records of Greene County, Ohio, the Declaration of which is recorded in Official Records Volume 520, page 234; and an Amendment To Declaration of Condominium Owners for Summit Ridge Condominium recorded in Official Records Volume 525, Page 558; and a Second Amendment to Declaration of Condominium recorded in Official Records Volume 539, Page 499; and a Third Amendment to the Declaration of Condominium recorded in Official Records Volume 559, Page 705; and a Fourth Amendment to the Declaration of Condominium and recorded in Official Records Volume 573, Page 134; and a Fifth Amendment to the Declaration of Condominium recorded in Official Records Volume 586, Page 556 and a Sixth Amendment to the Declaration of Condominium recorded in Official Records Volume 597, Page 412; and a Seventh Amendment to the Declaration of Condominium recorded in Official Records Volume 619, Page 583; and an Eighth Amendment to the Declaration of Condominium, recorded in Official Records Volume 625, Page 689 and a Ninth Amendment to the Declaration of Condominium recorded in Official Records Volume 637, Page 559, and a Tenth Amendment to Declaration recorded in Official Records Volume 665, Page 171, and a Eleventh Amendment recorded in Official

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Records Volume 687, Page 380, and a Twelfth Amendment recorded in Official Records Volume 693, Page 165; the plats of which are recorded in Condominium Book 2, Pages 37 through 46; Condominium Book 2, Pages 47,48,49,50,51 and 52; Condominium Book 2, Pages 53,54,55,56,57 and 58 and Condominium Book 2, Pages 65 through 70; Condominium Book 2, Pages 71 through 77; Condominium Book 2, Pages 78 through 89; and Condominium Book 2, Pages 85 through 90; Condominium Book 2, Pages 91 through 97; Condominium Book 2, Pages 98 through 103; and Condominium Book 2, Pages 105 through 115; Condominium Book 2, Pages 116 through 122 and Condominium Book 2, Pages 123 through 128 all of Greene County Records, together with an undivided common ownership in the common areas and facilities as defined in the Declaration of Condominium Ownership as an appurtenance to the above described unit;

2. 1995 Red Lexus SC 400, VIN #JT8UZ30C4S0044605;
3. Huntington Bank Account #*****3299 in the name of **BEVERLY ROTH**.

11. The defendant waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant understands that forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the court to advise her of this, pursuant to Rule 11 (b)(1)(J), at the time her guilty plea is accepted. The defendant further waives all constitutional and statutory challenges (including direct appeal, habeas corpus, or any other means) to the forfeiture of the above asset.

12. The defendant acknowledges that she received actual notice of the civil forfeiture

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actions, which included but were not limited to the above assets, in USA v. Roth Claimants, et al Case No. 3:03CV00064, USA v. 50 Gambling Devices, et al. Case No. :3:03CV00264 and United States of America v. 2002 Chevrolet Corvette, et al. Case No.: 3:03CV00388. The defendant hereby waives any claim she may have to the assets named as Defendants in the above civil actions. The defendant agrees that the United States may, in its sole discretion, effect the forfeiture of the above listed assets, either through a civil forfeiture action or through this criminal case. The defendant agrees to bear any and all attorney fees and costs incurred in connection with any and all forfeiture proceedings whether civil, criminal, or administrative. The defendant, hereby releases any and all claims which she may have against the United States, its agencies, and their employees, arising out of the facts giving rise to this forfeiture action.

13. The defendant agrees to take all steps requested by the United States to pass clear title to the assets listed above, including testifying truthfully in any proceeding concerning ownership of an asset. These steps include, but are not limited to, surrendering the property, signing title, signing other documents to effectuate the transfer of title to the United States, and assisting in determining the rightful owner of property in the event any third party claims an interest in the property.

14. The defendant acknowledges that she is not entitled to use forfeited assets to satisfy any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

15. The defendant agrees that in accordance with 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b), she shall forfeit substitute property, up to the value of the properties listed above, if United States determines that any portion of that directly forfeitable property:

(1) cannot be located upon the exercise of due diligence;

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- (2) has been transferred or sold to, or deposited with a third party;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be divided without difficulty.

16. The defendant agrees that this Court shall retain jurisdiction over the forfeiture, after sentencing and the entry of the Final Order of Forfeiture.

17. Defendant acknowledges having been advised by counsel of defendant's rights, in limited circumstances, to appeal the conviction or sentence in this case, including the appeal right conferred by 18 U.S.C. § 3742, and to challenge the conviction or sentence collaterally through a post-conviction proceeding, including a proceeding under 28 U.S.C. § 2255. Defendant expressly and voluntarily waives those rights except that nothing in this paragraph shall act as a bar to the defendant perfecting any legal remedies she may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel. Defendant further reserves the right to appeal: (a) any punishment in excess of the statutory maximum; or (b) any punishment to the extent it constitutes an upward departure from the advisory Sentencing Guidelines. The defendant understands that by virtue of this Agreement, the defendant is waiving and giving up any right she may otherwise have to appeal a failure or refusal on the part of the sentencing Court to downward depart.

18. By signing this agreement, **BEVERLY ROTH** acknowledges that she has discussed its terms with her attorney and understands and accepts those terms. Further, defendant acknowledges that this document contains the entire plea agreement between defendant, **BEVERLY ROTH**, and the United States and the Greene County Prosecutor through its undersigned attorney. No other

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agreements, promises, deals, bargains or understandings exist which modify or alter these terms. This agreement binds only the United States Attorney's Office of the Southern District of Ohio and the Greene County Prosecutor and does not bind any other federal, state or local prosecuting authority.

6-18-08
Date

Beverly Roth
BEVERLY ROTH, Defendant

6/18/08
Date

[Signature]
GEORGE KATCHMER, Esq.
Attorney for Defendant

6/18/08
Date

GREGORY G. LOCKHART
United States Attorney
[Signature]
MONA GUERRIER,
Assistant U.S. Attorney

6/18/08
Date

[Signature]
SUZANNE SCHMIDT,
First Assistant Greene County Prosecutor
Special Assistant U.S. Attorney

STATEMENT OF FACTS

US v. BEVERLY ROTH

Beginning in or about 1975 and continuing until approximately January, 2003, Robert Roth, together with numerous individuals, operated an illegal gambling business in various counties throughout the Southern District of Ohio and elsewhere. There were two components of Robert Roth's illegal gambling enterprise. One was comprised of the placement and operation of gambling machines in private social clubs, businesses, and establishments (hereinafter referred to as social clubs) throughout Dayton, Ohio and surrounding areas. These machines remained in continuous operation throughout the conspiracy. The second component was an illegal gambling casino which Robert Roth and others operated at a private residence located at 3973 Rockfield Drive, Beavercreek, Ohio from approximately December 1994 to approximately January 2003. In order to open, maintain, and expand the illegal casino, Robert Roth established Coldwell Services, Inc., a purportedly real estate company which he used for the sole purpose of operating the illegal casino.

During the conspiracy, Roth enlisted several individuals to assist him with his illegal gambling business including his former wife, **BEVERLY ROTH**. She and others performed a variety of tasks to assist Robert Roth in operating and expanding his illegal business. **BEVERLY ROTH's** primary role was to manage the day to day operations of the Rockfield Drive casino. Some of the tasks she performed include hiring and managing employees of the casino, bookkeeping, collecting gambling proceeds from the machines, depositing said proceeds into Robert Roth's various bank accounts and using said proceeds to pay all expenses related to the operation of the casino.

Robert Roth's illegal gambling operation was a lucrative, cash-generating business. In order to expand his business while at the same time, avoid detection by law enforcement, Robert Roth

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conducted, and directed others to conduct financial transactions designed to conceal and disguise the true nature, location, ownership, and source of the proceeds. For example, Robert Roth directed his son to purchase the 3973 Rockfield Drive property and further provided gambling proceeds generated from the machines Roth operated at the various social clubs to pay for it. The Rockfield Drive loan documents represented that a boutique named "Bev's Boutique" would be operating at that location, however no such business or any other legitimate business was ever conducted at the Rockfield Drive property.

As manager of the game room, **BEVERLY ROTH** signed all employee checks and paid all the expenses of the casino using the illegal gambling proceeds she deposited into a Coldwell Services, Inc. bank account established by Robert Roth at Huntington National Bank. Approximately 27 of the gambling proceeds deposits made by **BEVERLY ROTH** were in excess of \$10,000. Acting as an agent of the business, **BEVERLY ROTH** represented that Coldwell Services was a real estate company, and listed her occupation as real estate agent. At the time she made the deposits and made these false representations, **BEVERLY ROTH** knew full well that the only business operating at 3973 Rockfield Drive, was the illegal casino. **BEVERLY ROTH** also knew that the proceeds she deposited were to be used to promote the carrying on of the illegal gambling casino.

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In exchange for her assistance and services, Robert Roth paid **BEVERLY ROTH** a portion of the proceeds and provided other monetary benefits to her.

6-18-08
Date

Beverly Roth
BEVERLY ROTH, Defendant

6/18/08
Date

[Signature]
GEORGE KATCHMER, Esq.
Attorney for Defendant

6/18/08
Date

GREGORY G. LOCKHART
United States Attorney
[Signature]
MONA GUERRIER,
Assistant U.S. Attorney

6/18/08
Date

[Signature] (for)
SUZANNE SCHMIDT,
First Assistant Greene County Prosecutor
Special Assistant U.S. Attorney

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